

**OFFICIAL
COMMISSION MINUTES
JULY 30th, 2018 5th DAY OF
THE JULY ADJOURN TERM**

PRELIMINARY STUDY

The County Commission met in the Commission Conference Room at 8:31 a.m. with Mike Scofield (present), Brandon Williams (absent), and Sheila Wyatt (present).

The Commission met to review the day's agenda.

RECESS
8:44 a.m.

RECONVENE
9:00 a.m.

PUBLIC COMMENT
None.

CALL TO ORDER
Presiding Commissioner Scofield called the Commission meeting to order at 9:02 a.m.

FORMAL AGENDA

The County Commission met in the Commission Hearing Room with Mike Scofield (present), Brandon Williams (present), and Sheila Wyatt (present).

COMMISSION REMARKS
None.

APPROVE ACCOUNTS PAYABLE
Commissioner Williams moved to approve Checks #450779 thru #450847, no Warrants, and no Journal Entries/Transfers. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PREVIOUS MEETING MINUTES
Commissioner Williams moved to approve Previous Regular Session Minutes dated July 23rd, 2018 with corrections. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Executive Session Minutes dated July 23rd, 2018 with corrections. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

BOARD APPOINTMENT – 911 ADVISORY BOARD
Tammy Hagler came before the Commission to answer any questions on this matter.

Commissioner Williams moved to appoint Jeffrey Matthews to serve on the 911 Advisory Board to fulfill the term left vacant from Stan Dobbins to end on December 31st, 2018. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

BID RECOMMENDATION FOR HVAC SERVICES (EPM) #201806-412
Ron Erickson, Taney County Purchaser, and Scott Terpening, Building & Grounds Administration, came before the Commission to speak about a bid that was put out for HVAC services. Their recommendation was Temperature Control of Springfield.

Commissioner Williams moved to award bid #201806-412 to Temperature Control of Springfield, MO. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

BEAVER CREEK RANCH ROAD – GRANT OF PERMANENT & PERPETUAL EASEMENT & RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES (DAVID EASLEY) #17-027RB

Devin Huff, Road & Bridge Administrator, came before the Commission to answer any questions.

GRANT OF PERMANENT AND PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES

David Easley and Linda Easley, of the County of Taney in the State of Missouri, hereinafter referred to as "GRANTORS", on this 24 day of July, 2018, do hereby

grant and convey unto

TANEY COUNTY, MISSOURI, P.O. Box 1026, Forsyth, Missouri 65653 a body politic and corporate, hereinafter referred to as "GRANTEE",

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration received, the receipt of which is hereby acknowledged, and for the advantages to be gained from the existence of such road improvements, do hereby grant, bargain, sell, transfer, and confirm unto GRANTEE, its successors, heirs and assigns, a permanent and perpetual easement and right-of-way for the purpose of locating, constructing, maintaining, removing, operating, replacing and improving the public road now known as Beaver Creek Ranch Road for the passage of vehicles and pedestrian traffic and for all uses incident thereto, over, upon, under and through the following described tract of land lying and being situate in the County of Taney, State of Missouri, to-wit:

Legally described as set forth in Exhibit "A" to this easement document, and incorporated herein by reference as though fully set out.

To have and to hold the premises aforesaid for the aforesaid use with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the GRANTEE, its successors and assigns forever, the said GRANTORS hereby covenanting that GRANTORS have good right to grant and convey the same; that the said premises are free and clear of any encumbrances and defend the title to the said premises unto the said GRANTEE and unto its successors and assigns forever, against the lawful claims and demands of all persons whatsoever.

IN WITNESS WHEREOF, the said GRANTORS have caused these presents to be executed this 24 day of July, 2018.

David Easley
Linda Easley

ACKNOWLEDGMENT

STATE OF Missouri
COUNTY OF Taney

On this 24 day of July, 2018, before me a Notary Public personally appeared:

David and Linda Easley, husband and wife, known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public
My commission expires 4-10-2023

APPROVAL OF CONVEYANCE

The Taney County Commission on behalf of Taney County, Missouri accepts the Grant of Permanent and Perpetual Easement and Right-of-Way for Public Road Purposes described in this document.

Mike Scofield, Presiding Commissioner
Taney County Commission

ATTEST

On this 24 day of July, 2018, before me personally appeared Mike Scofield, the Presiding Commissioner of Taney County, Missouri, and acknowledged he signed the above Approval of Conveyance as his free act and deed on behalf of the Taney County Commission, pursuant to a vote of the Taney County Commission to accept the above property interest on behalf of Taney County, Missouri.

I, Donna Nealey, Clerk of the Taney County Commission, do hereby certify that the above and foregoing is the Grant of Permanent and Perpetual Easement and Right-of-Way accepted by the Taney County Commission and signed by the Presiding Commissioner on this 24 day of July, 2018.

Donna Nealey
Clerk of the Taney County Commission

Commissioner Williams moved to approve the Grant of Permanent & Perpetual Easement & Right-of-way for Public Road Purposes by and between David Easley and Linda Easley and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

TEMPORARY CONSTRUCTION EASEMENT – LEHMAN CONSTRUCTION COMPANY #18-093RB

Devin Huff, Road & Bridge Administrator, came before the Commission to answer any questions.

Presiding Commissioner Scofield read a letter from Taney County Attorney Travis Elliott dated July 25th, 2018 which stated that he reviewed the proposed easement and approves it to form.

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") made this 24 day of July, 2018, by and between Taney County, Missouri ("Owner") and Lehman Construction Company ("Contractor"). The mailing address of Taney County, Missouri is P.O. Box 1018, Forsyth, MO 65653. The mailing address of Lehman is 900 Russellville Rd, California, MO 65018.

WITNESSETH that said Owner, in consideration of the sum of Ten Dollars per Load (\$10.00) to be paid by Contractor and prior to mobilization to agree on location and material

A NON-EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT ON, UNDER, OVER AND ACROSS THE REAL PROPERTY OWNED BY TANEY COUNTY, MISSOURI AND DEPICTED AT AGREED UPON LOCATION ("TEMPORARY EASEMENT AREA")

TO HAVE AND TO HOLD said Temporary Easement Area for the purposes herein set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto said Contractor, its successors and assigns. Owner, its successors, assigns, agents, contractors, subcontractors and employees shall have the right to enter upon said Temporary Easement Area to obtain 6000 CY suitable approved fill material for the construction of the Roundabout at the Rte. 160/76 intersection, including the right to park vehicles and to store tools, equipment and materials and without limiting the generality of the foregoing, shall include the right to:

1. Load approx. 6000 CY of engineer approved fill dirt or rock.
2. Owner to meet with Contractor and prior to mobilization to agree on location and material

Contractor agrees that all work and/or maintenance performed hereunder shall be conducted in a good and workmanlike manner, free and clear of any and all mechanical and maintenance liens, with minimal interference with the operations being conducted on Owner property and in accordance with the applicable laws, statutes, ordinances, rules, regulations, orders and all other requirements of any governmental authority or similar entity which are applicable to or affect all or a portion of Owner's property.

In connection with the installation, use, operation, repair, replacement or maintenance of the Temporary Easement Area, Contractor shall:

- (1) maintain a policy or policies of public liability insurance naming Owner and any holders of recorded deeds of trust thereon which are identified to Contractor, as additional insured parties, with minimum limited of One Million Dollars (\$1,000,000) for personal injury, death or damage to property resulting from the exercise and/or use of the easements granted by this document, and provide evidence of such coverage to Owner;
- (2) Contractor shall hold Owner harmless for all injuries to persons and damage to property arising from Lehman's use, and use by Lehman's subcontractors, employees, suppliers, MICHOT or neighbors of the Temporary Easement Area and/or Contractor's entry onto the Temporary Easement Area or other property of Owner, unless such injuries or damage is caused by the recklessness or willful misconduct of Owner.

By acceptance of this conveyance, Contractor hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of Owner, successors and assigns,

restore the Temporary Easement Area as nearly as reasonably possible in the same condition in which it existed immediately prior to Contractor's construction activity unless otherwise indicated in this Agreement.

The temporary construction easement granted in this indenture is limited to the uses and purposes herein before expressed and for no other purpose whatsoever. This temporary construction easement shall terminate upon the completion and acceptance of the Bend Rd Bridge; notwithstanding the foregoing, the easement rights granted to Contractor hereunder shall automatically terminate in their entirety two (2) years after the date of this Easement without the requirement for additional filings by either party and regardless of any party's acceptance of the Bend Rd Bridge; provided, however, Contractor's obligations hereunder shall survive the termination of this Easement and Owner or its successors shall retain the right to enforce Contractor's obligations at law or in equity in the event that Contractor fails to perform its obligations pursuant to the terms of this Easement.

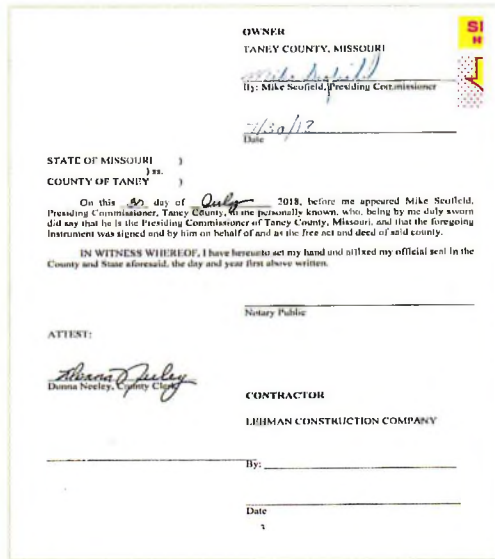
Owner agrees that this Easement, at all times prior to the termination hereof, shall be binding upon Owner's successors and assigns and that in the event the premises subject to the easement is sold, assigned or conveyed, the purchaser or grantee thereof shall be advised of the existence of this temporary grant and that said transfer shall be made subject to the rights of Contractor hereon.

This Easement shall be governed by and construed in accordance with the laws of the State of Missouri. In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

The persons executing this document represent and warrant: (i) that he or she is authorized to do so on behalf of Washington Bank and/or Contractor, as applicable; and (ii) that he or she has full legal power and authority to bind the party for which the individual is executing in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, inventor, developer, governmental authority, judicial or administrative body, association, or other person or entity).

This Easement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any or all representations or modifications concerning this Easement shall be of no force and effect except for a subsequent modification in writing signed by the parties hereto.

IN WITNESS WHEREOF, said Owner has executed the above on the day and year set forth below.



Commissioner Williams moved to approve the Temporary Construction Easement by and between Lehman Construction and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM #18-097S

Kim Schade came before the Commission to answer any questions.

Presiding Commissioner Scofield read a letter from Taney County Attorney Travis Elliott dated July 27th, 2018 which stated that he reviewed the proposed easement and approves it to form.

Commissioner Williams moved to approve the 2018 Edward Byrne Memorial Justice Assistance Grant Program by and between Missouri Department of Public Safety and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

RECESS
9:18 a.m.

RECONVENE
10:03 a.m.

TRANSFER STATION & ROAD & BRIDGE UPDATE

Taney County Commission Conference Room

Present: Presiding Commissioner Scofield, Commissioner Wyatt, Commissioner Williams, Donna Neeley, County Clerk, Devin Huff, Road & Bridge Administrator & Denzil Brown, Road & Bridge

There was discussion about increasing the rates for the transfer station. Devin Huff recommended a \$4.00 increase.

10:44 Commissioner Wyatt stepped out

10:44 Commissioner Wyatt returned

EXECUTIVE SESSION
10:51 a.m.

EXECUTIVE SESSION PER SECTION 610.021.1.3 (LEGAL & PERSONNEL)
Taney County Commission Conference Room

See Executive Session Minutes for motions made or votes taken.

END OF EXECUTIVE SESSION
12:15 p.m.

DAILY STAFF REVIEW AND AGENDA REQUEST

Presiding Commissioner MS; Eastern Commissioner Se; Western Commissioner W 289

Present: Presiding Commissioner Scofield, Commissioner Wyatt, Commissioner Williams and Shanna Tilley

The Commission met with their staff to review the day's business and go over agenda requests.

ADJOURNMENT

Commissioner Williams moved to adjourn. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ADJOURN

12:21 p.m.

The Minutes were taken by County Clerk Donna Neeley and Deputy Clerk April Deal and typed by April Deal.